IT Professional Technical Services Master Contract Program - 902TS

Statement of Work (SOW) For Technology Services Issued By

MN.IT Services on behalf of
Minnesota Department of Human Services (DHS)
And
Minnesota Insurance Marketplace (MNsure)

Project Title: Data Practices and Security Training to comply with state and federal laws governing the Minnesota Department of Human Services and Minnesota Insurance Marketplace (MNsure)

Service Category: Training - E-Learning Course Development

Business Need

The Department of Human Services (DHS) and Minnesota Insurance Marketplace (MNsure) are seeking a vendor to recreate the current data practices and security on-line training. Various federal rules and regulatory agencies require both trainings for all DHS and MNsure employees, contractors, and volunteers and other individuals with access to DHS data, its facilities, and electronic resources. DHS currently provides two Computer Based Training (CBT) courses, "Protecting Information Privacy" (2003) and "Putting Security Into Action" (2004), to fulfill the Health Insurance Portability and Accountability Act (HIPAA) on an annual basis. The advent of the Minnesota Insurance Marketplace (MNsure) has expanded the need for this and related training. In addition, federal regulators are looking to DHS and MNsure to provide this level of training for its county partners throughout the state.

The current courses are used throughout both agencies and have fulfilled the HIPAA training requirement. They can be viewed at https://hipaacourses.dhs.state.mn.us/ using the "Guest" log-in option for access. These courses are hosted on an internal virtual server that is both externally and internally facing. For DHS and MNsure users, they interface with the agency's learning management system (Pathlore) and retain a separate database and reminder functionality for non-DHS and non-MNsure staff. County users of the privacy course are tracked in the course database which is accessible by designated "administrators" in each county. The original intent of the courses remains the same:

- Meet the HIPAA requirements to train in the areas of data practices and information and physical security.
- Increase awareness among users to assure and increase protections around data, personnel, and equipment and facilities.
- Demonstrate how management interprets various state and federal rules governing data to assure conformity on the applicability of these rules.

DHS and MNsure envision a small suite of courses to meet these training requirements. General training on data practices and security would be required for everyone with access to DHS networks, facilities, or data, including MNsure staff, contractors and consultants. In addition, specific smaller modules would target those who are system administrators and/or developers, those who and those with access to federal tax information and social security data. It is envisioned that a short "inventory" or interview completed by the user would trigger specific modules to meet appropriate training needs and requirements. The modules would be used by state staff, county staff, and volunteers, and, as such, cover a wide variety of technology skills and familiarity with state and federal regulations.

These courses must also include usability features or functions that accommodate the needs of persons with disabilities according to state and federal law as applied to DHS and MNsure. All courses must comply with the Minnesota IT Accessibility Standards effective September 1, 2010, which entails, in part, the Web Content Accessibility Guidelines (WCAG) 2.0 (Level AA) and Section 508 Subparts A-D, which can be viewed at: http://www.mmd.admin.state.mn.us/pdf/accessibility_standard.pdf.

This selected vendor will report to Barry Caplin and David T. Anderson at MN.IT @ DHS.

Product or Result

The original courses were developed using Dreamweaver technology. The agencies are eager to employ production values that will engage users who are familiar with formats that have moved beyond "read and test."

The agencies are seeking an educational experience that is contemporary and engaging, while remaining compatible with technologies that may or may not be "up-to-date." Such technologies will effectively interface with the existing MN.IT environments, be accessible from computers outside the state's technology environment, using a variety of browsers, and meet the Minnesota IT Accessibility Standards. The agencies prefer non-proprietary, open technologies. The resulting course work must be SCORM compliant and interface with the DHS' Pathlore LMS to track staff scores and course completion. To mitigate the tracking costs, the resulting course must contain its own tracking and reminder system. In addition, the course content must be easy to update to reflect the continued evolution of rules governing data practices and the technologies supporting both privacy and security.

The state of Minnesota shall retain ownership and rights over all developed content and supporting technology.

Specific Deliverables:

a. Design and develop interactive computer based training courses, composed of various modules, which meet federal training requirements for HIPAA privacy and security, Minnesota Insurance Marketplace (MNsure) roles, as well as specifics on handling federal tax information, social security data, and other federally mandated procedures. It is expected that this process be dialogical through its development to ensure the final product teaches in accordance with management's interpretation of Minnesota Data Practices/Data Privacy, Minnesota Health Records Act, HIPAA requirements for privacy and security, and MNsure roles. Specific anticipated modules include:

- Introductory interview that identifies which modules fit the user business need.
 The interview must support a variety of authentication paths through the State's LMS, the MNsure verification model, and random users who are only accessing the basic privacy and security modules.
- General training on data practices, making use of the existing material in "Protecting Information privacy." Final content must be approved by the state's Privacy Official.
- General training in information and physical security, making use of existing material in "Putting Security into Action." Final content must be approved by the DHS Chief Information Security Officer.
- Shorter data-specific training that details federal expectations for using PHI, FTI, PII, and SSA data. These would be separate modules.
- Specific training for **supervisors** to assist them in assuring compliance among their staff for data practices and information security.
- Specific training that ensures security and data privacy within systems for system administrators.
- Specific training for developers that ensures adherence to specifications of federal requirements governing data.
- Specific training for **volunteers** who have access to protected information
- Specific training for **county staff and various "assistors"** within MNsure to assure compliance with state and federal requirements governing data.

It is anticipated that the first 3 "modules" above could be completed in no more than 90 minutes for the average user.

- b. Design and develop within each module an assessment tool to measure learning, using random questions to measure mastery. Such composite scores for the required modules would become the "score of record" to ascertain mastery of required areas.
- c. Design and develop a tracking system within the course database that can effectively track successful annual completion of identified training. The tracking system must have an annual reminder functionality that can be disabled upon request.
- d. Provide a disaster recovery plan to cover the registration/tracking data.
- e. Develop linkage paths to Pathlore and other LMS which the State/counties may employ. It is anticipated that in the next few years, the Agency's LMS will migrate from Pathlore to the State's SWIFT system. Each LMS will hold completion records for particular staffing segments (e.g., DHS staff in the DHS LMS; Ramsey county staff within the Ramsey LMS).
- f. Provide a prototype for the pilot of the training suite by July 18, 2013.
- g. Provide the completed training suite of modules to DHS for implementation by August 15, 2013. The training suite must be ready for use August 26, 2013
- h. Provide a disaster recovery plan to cover the registration/tracking data.

Project Environment (State Resources)

Staff Descriptions:

a. One state staff is assigned to this project. Intermittent support comes from other content owners and the Pathlore administrator.

- b. The contractor will report to and receive direction from the Project Manager. This project manager is part of the Office of Information Security, the Security Management team, reporting to the MN.IT @ DHS Chief Information Security Officer.
- c. The state's project manager is an ITS 3 with more than ten years directing the development, roll-out, and day-to-day management of these courses. Some management of the DHS server database is done by the project manager.

Current Support Structures:

- a. The original courses were written in Dreamweaver with embedded Flash animation in the security course.
- b. The courses are currently hosted internally to DHS on a dedicated virtual server;
- c. DHS uses Pathlore/SumTotal as its Learning Management System, Release 6.8.00.62.
- d. For additional information, refer to Appendix A, Technical Requirements.

Responsibilities Expected of the Selected Vendor

- a. The vendor will maintain a documented change management process with the state as the final approval (go or no-go) step. The vendor will provide DHS with copies of such documentation with each proposed change.
- b. The vendor will provide DHS with the names of primary staff (including any subcontractual work) assigned to the project, including a project manager, the technical support person/s, and any writers who may be assigned to content updates. The state reserves the right to request changes to any staffing assignments.
- c. The vendor will provide monthly documentation of work completed along with relevant invoicing.
- d. The project manager will be the primary contact for the state on this work. The project manager will coordinate the project work, assure satisfactory completion, and assure timely reports and billing.
- e. The vendor will assure that state staff be trained in the technical operation of the course functionality, as well as on-going maintenance and content updates.
- f. A work plan completed by the contractors is required for all technical and content development prior to the work beginning.
- g. The vendor will provide documentation of functionality testing and evidence of successful tests. The vendor will assure compliance with the Minnesota IT Accessibility Standards in both the course technology and implementation/usability.
- h. The vendor will be required to provide knowledge transfer to agency staff.
- i. The decision of acceptance rests with DHS and MNsure for final implementation.
- i. The vendor will lead a usability test for content purposes once the pilot is complete.
- k. The vendor will provide a per page cost for editing the developed courses, noting the difference between static and interactive pages. If the cost for additional pages is different than editing existing pages, this should be specified in the response as well. While the state foresees updating the course through its own resources, this information would be used to facilitate augmenting the state's existing resource availability.

Required Skills

The contractor/subcontractor must demonstrate the following:

• At least one project demonstrating design skills for creating on-line educational courses reflective of the **Product or Result** for computer based training envisioned above.

- At least two engagements similar to this SOW successfully completed in the public sector.
- At least one project demonstrating experience with security technology standards or policies.
- At least one project that included work with the Minnesota Data Practices Act.
- At least one project that demonstrates familiarity with HIPAA rules as they impact data privacy and security, and subsequent HITECH legislation.
- Familiarity with the Minnesota Health Records Act.
- Competence as evidenced by one completed project in creating courseware using Articulate Storyline or an appropriate program that will easily transfer existing coursework to the newly designed modules.
- Competence in creating and supporting Oracle databases.
- Functional familiarity with Pathlore Release 6.8.00.62.

Desired Skills

- Familiarity with new Minnesota Insurance Marketplace (MNsure) regulations
- Familiarity with other federal mandates governing federal tax information and social security data.

Contract Type

This contract will be time and materials.

Questions

Any questions regarding this Statement of Work should be submitted via e-mail no later than Friday, May 17, 2013, 4:00pm CDT to:

Name: David T. Anderson, Security Business Analyst

Email Address: david.t.anderson@state.mn.us

Questions and answers will be posted on the MN.IT Services Central website by approximately Monday, May 20, 2013, 4:00pm CDT (http://mn.gov/buyit/statements/mcp902ts_active.html).

Other persons ARE NOT authorized to discuss this SOW or its requirements with anyone throughout the selection process and responders should not rely on information obtained from non-authorized individuals. If it is discovered a Responder contacted other State staff other than the individual above, the responder's proposal may be removed from further consideration.

Response Requirements

Cover Page:

Vendor Name
Vendor Address
Vendor City, State, Zip
Contact Name for Vendor
Contact's direct phone
Contact's email
Resource Name being submitted

Overall Experience:

- 1. Provide narrative, including companies and contacts where your resource has demonstrated the required skills noted above. If resource cannot demonstrate this background, the State reserves the right to discontinue further scoring of the proposal.
- 2. Points will also be awarded based on the desired skills noted above. Provide one paragraph which highlights the resource's desired skills noted above.
- 3. Attach a resume(s) for proposed resource(s) in addition to the narrative description. Be certain the resume has dates of work and notes whether the resource was an employee or consultant.
- 4. Also include the name of ONE reference who can speak to the resources work on a similar project. Include the company name and address, reference name, reference email, reference phone number and a brief description of the project this resource completed.

The Overall Experience section is worth 50% of the proposals total score.

Project Approach and Outcome:

Describe the approach vendor will take to execute this work and ensuring completion of all deliverables or additional work as deemed appropriate. The Vendor will submit an overview of what will comprise the completed learning experience. Vendor should also submit a high level timeline for the work.

Remember to include any assumptions or requirements/responsibilities from/of DHS staff. Also include any best practices which would make this project successful that have not been mentioned in the deliverables. Please clearly delineate if additional work is being added to the scope so the cost may be analyzed appropriately.

The Project Approach and Outcome section is worth 20% of the proposals total score.

Cost Proposal:

This contract will be Time and Materials. Based on the work described in the Project Deliverables section of this Statement of Work, show a final hours/best estimate of total cost for this project. Be sure to note any additional best practice work described in your Project Approach.

The STATE intends to contract for the course development and possible first generation updates over a one year period. Providing the best value to the STATE is of utmost importance.

The Cost proposal is worth 30% of the proposals total score.

State Forms

Required forms to be returned or additional provisions that must be included in proposal

a) Affidavit of non-collusion

http://www.mmd.admin.state.mn.us/doc/noncollusion.doc

b) Veteran-Owned/Service Disabled Veteran-Owned Preference Form

http://www.mmd.admin.state.mn.us/doc/vetpref.doc

c) Affirmative Action Certificate of Compliance (if over \$100,000)

http://www.mmd.admin.state.mn.us/doc/affaction.doc

d) Certification Regarding Lobbying

http://www.mmd.admin.state.mn.us/doc/lobbying.doc

DO NOT include marketing materials or any other information not requested.

Proposal Submission Instructions

All proposals must be sent by email to:

Agency: Department of Human Services

Name: David T. Anderson

Title: Security Business Analyst

Address: david.t.anderson@state.mn.us

Subject Line: Data Practices and Security Training

Not later than Wednesday, May 22, 2013, 4:00pm CDT, as indicated by the date and

time recorded on the agency's email clock.

- ◆ The electronic submission must be in Word 2010 and not exceed 50 numbered pages in total length.
- ◆ Cost proposal form is attached (Appendix B).
- All cost information must be submitted in an email separate from the body of the proposal. It must be addressed to the same recipient and the subject line must read: "Training Cost proposal." No mention of costs or expenses may be included in any other portion of the proposal.
- The submitter must be an authorized member of the firm.
- Prices and terms of the proposal as stated must be valid for the length of any resulting contract.
- The STATE reserves the right to determine if further information is needed to better understand the information presented. This may include a request for a presentation.

Late proposals will not be considered.

All material submitted in response to this SOW will become the property of the STATE and will become public record after the evaluation process is completed and an award decision is made. If the vendor submits information in response to this SOW that it believes to be trade secret materials, as defined by the Minnesota Government Data Practices Act, Minnesota Statutes 13.37, the vendor must:

- a. Clearly mark all trade secret materials in its response prior to submission,
- b. Include a statement with the response justifying the trade secret designation for each item, and
- c. Defend any action seeking release of the materials it believes to be trade secret, and indemnify and hold harmless the STATE, its agents and employees, from any judgments awarded against the STATE in favor of the party requesting the materials, and any and all costs connected with that defense. This indemnification survives the State's award of a contract. In submitting a response to this SOW, the vendor agrees that this indemnification survives as long as the trade secret materials are in possession of the STATE. The STATE is required to keep all the basic documents related to its contracts, including responses to SOW's for a minimum of seven years)

The STATE does not consider the hourly rates and references submitted by vendors to be trade secret material.

Once submitted, all proposals constitute binding irrevocable offers to enter into a business relationship with the STATE for a period of 180 days. Acceptance of proposals shall occur upon final execution of a contract.

SOW Evaluation Process

Proposals will be evaluated as follows:

Overall Experience – 50%

Project Approach and Outcome – 20%

Cost – 30%

Process Schedule

Questions due

Anticipated Posted Response to Questions
Proposals due

Anticipated proposal evaluation begins
Anticipated proposal evaluation & decision

Friday, May 17, 2013 by 3:00pm CDT
Monday, May 20, 2013 by 4:00pm CDT
Wednesday, May 22, 2013, 4:00pm CDT
Thursday, May 23, 2013
Wednesday, May 29, 2013

The project is anticipated to begin on or about June 3, 2013. The project end date will depend on vendor proposals; however completed training modules must be ready for deployment and implementation no later than August 26, 2013. The content for each module must be ready for review and approval by June 27, 2013.

Statement of Work does not obligate the state to award a work order or complete the assignment, and the state reserves the right to cancel the solicitation if it is considered to be in its best interest. The Agency reserves the right to reject any and all proposals.

General Requirements

Proposal Contents

By submission of a proposal, Responder warrants that the information provided is true, correct and reliable for purposes of evaluation for potential award of a work order. The submission of inaccurate or misleading information may be grounds for disqualification from the award as well as subject the responder to suspension or debarment proceedings as well as other remedies available by law.

Liability

In the performance of this contract by Contractor, or Contractor's agents or employees, the contractor must indemnify, save, and hold harmless the State, its agents, and employees, from any claims or causes of action, including attorney's fees incurred by the state, to the extent caused by Contractor's:

- 1) Intentional, willful, or negligent acts or omissions; or
- 2) Actions that give rise to strict liability; or
- 3) Breach of contract or warranty.

The indemnification obligations of this section do not apply in the event the claim or cause of action is the result of the State's sole negligence. This clause will not be construed to bar any legal remedies the Contractor may have for the State's failure to fulfill its obligation under this contract.

Disposition of Responses

All materials submitted in response to this SOW will become property of the State and will become public record in accordance with Minnesota Statutes, section 13.591, after the evaluation process is completed. Pursuant to the statute, completion of the evaluation process occurs when the government entity has completed negotiating the contract with the selected vendor. If the Responder submits information in response to this SOW that it believes to be trade secret materials, as defined by the Minnesota Government Data Practices Act, Minn. Stat. § 13.37, the Responder must: clearly mark all trade secret materials in its response at the time the response is submitted, include a statement with its response justifying the trade secret designation for each item, and defend any action seeking release of the materials it believes to be trade secret, and indemnify and hold harmless the State, its agents and employees, from any judgments or damages awarded against the State in favor of the party requesting the materials, and any and all costs connected with that defense. This indemnification survives the State's award of a contract. In submitting a response to this SOW, the Responder agrees that this indemnification survives as long as the trade secret materials are in possession of the State.

The State will not consider the prices submitted by the Responder to be proprietary or trade secret materials.

Conflicts of Interest

Responder must provide a list of all entities with which it has relationships that create, or appear to create, a conflict of interest with the work that is contemplated in this request for proposals. The list should indicate the name of the entity, the relationship, and a discussion of the conflict.

The responder warrants that, to the best of its knowledge and belief, and except as otherwise disclosed, there are no relevant facts or circumstances which could give rise to

organizational conflicts of interest. An organizational conflict of interest exists when, because of existing or planned activities or because of relationships with other persons, a vendor is unable or potentially unable to render impartial assistance or advice to the State, or the vendor's objectivity in performing the contract work is or might be otherwise impaired, or the vendor has an unfair competitive advantage. The responder agrees that, if after award, an organizational conflict of interest is discovered, an immediate and full disclosure in writing must be made to the Assistant Director of the Department of Administration's Materials Management Division ("MMD") which must include a description of the action which the contractor has taken or proposes to take to avoid or mitigate such conflicts. If an organization conflict of interest is determined to exist, the State may, at its discretion, cancel the contract. In the event the responder was aware of an organizational conflict of interest prior to the award of the contract and did not disclose the conflict to MMD, the State may terminate the contract for default. The provisions of this clause must be included in all subcontracts for work to be performed similar to the service provided by the prime contractor, and the terms "contract," "contractor," and "contracting officer" modified appropriately to preserve the State's rights.

IT Accessibility Standards

Responses to this solicitation must comply with the Minnesota IT Accessibility Standards effective September 1, 2010, which entails, in part, the Web Content Accessibility Guidelines (WCAG) 2.0 (Level AA) and Section 508 Subparts A-D which can be viewed at: http://www.mmd.admin.state.mn.us/pdf/accessibility_standard.pdf

Nonvisual Access Standards

Nonvisual access standards require:

- 1. The effective interactive control and use of the technology, including the operating system, applications programs, prompts, and format of the data presented, are readily achievable by nonvisual means:
- 2. That the nonvisual access technology must be compatible with information technology used by other individuals with whom the blind or visually impaired individual must interact;
- 3. That nonvisual access technology must be integrated into networks used to share communications among employees, program participants, and the public; and
- 4. That the nonvisual access technology must have the capability of providing equivalent access by nonvisual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired.

Veteran-Owned Preference

In accordance with Minn. Stat. § 16C.16, subd. 6a, (a) Except when mandated by the federal government as a condition of receiving federal funds, the commissioner shall award up to a six percent preference on state procurement to **certified small businesses** that are **majority-owned and operated by**:

(1) recently separated veterans who have served in active military service, at any time on or after September 11, 2001, and who have been discharged under honorable conditions from active service, as indicated by the person's United States Department of Defense form DD-214 or by the commissioner of veterans affairs;

- (2) veterans with service-connected disabilities, as determined at any time by the United States Department of Veterans Affairs; or
- (3) any other veteran-owned small businesses certified under section <u>16C.19</u>, paragraph (d).

In accordance with Minn. Stat. § 16C.19 (d), a veteran-owned small business, the principal place of business of which is in Minnesota, is certified if it has been verified by the United States Department of Veterans Affairs as being either a veteran-owned small business or a service disabled veteran-owned small business, in accordance with Public Law 109-461 and Code of Federal Regulations, title 38, part 74.

To receive a preference the veteran-owned small business must meet the statutory requirements above by the solicitation opening date and time.

If you are claiming the veteran-owned preference, attach documentation, sign and return the Veteran-Owned Preference Form with your response to the solicitation. Only eligible veteran-owned small businesses that meet the statutory requirements and provide adequate documentation will be given the preference.

Foreign Outsourcing of Work Prohibited

All services under this contract shall be performed within the borders of the United States. All storage and processing of information shall be performed within the borders of the United States. This provision also applies to work performed by subcontractors at all tiers.

APPENDIX A TECHNICAL REQUIREMENTS

Technical Requirements:

DHS prefers non-proprietary, open technologies such as html5.

DHS requests minimum system requirements for developers to conform to DHS standards. Any non-standard technology would not be preferred but could be considered by the DHS standards approval process.

The DHS standards are routinely updated, still the minimum client-side system requirements should not exceed the DHS standards at any time.

The following are a subset of the DHS standards for an ExtraNet Web Site:

- > Browsers
 - IE 7.X or higher
 - Firefox, Chrome
- > Screen Size
 - 800 x 600
- Supported file types allowed through firewall
 - .htm, .zip, .pdf, .ftp,
- Supported client-side technologies:
 - Java (recent vulnerabilities have some users turning off Java capabilities)
 - Java Script
 - Cookies
 - Macromedia Flash Plaver
- Non-supported client-side technologies:
 - No cascading style sheets
 - No Dvnamic HTML
- Network Bandwidth:
- Network support for ISDN-type bandwidth
- > Other Technical Requirements:
 - Vendor to provide documentation on the minimum client systems requirements and any other relevant technical specifications
 - This system must follow current data practices, where appropriate. (e.g. password procedures)
 - Vendor should give a road/process map for what it will take to make subsequent changes to content.

IT Accessibility Standards

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- 2) That the nonvisual access technology must be compatible with information technology used by other individuals with whom the blind or visually impaired individual must interact:
- 3) That nonvisual access technology must be integrated into networks used to share communications among employees, program participants, and the public; and
- 4) That the nonvisual access technology must have the capability of providing equivalent access by nonvisual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired.

APPENDIX B COST PROPOSAL

*****TABLES MUST BE SUBMITTED SEPARATELY IN A SEPARATE EMAIL*****

DHS COST PROPOSAL FO	R COURSE DEVELOPMENT
Company Name	
Name and Title of officer atte purposes of this proposal.	esting that this cost proposal is correct and binding for the
Name:	
Title:	
Date:	
Included (check as appropria Table 1: DEVELOPME	
Table 2: POSSIBLE U	PDATING COSTS
The STATE intends to contra exceed a one year period. Table 1: DEVELOPMEN	act for the course development, and possible updates not to
Cost per page/screen	
Development costs	
TOTAL Cost of Development	

Table 2:	PROJEC	CTED UP	PDATING	COSTS
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Cost per page for editing					
Updating (years 1 through 5)					
TABLE 3: ONE TIME COSTS	T				
Identify any one time set up costs:					
Explain:					
	I				
Identify any costs if the number of users exceeds 30,000 per year.					
	\$	per annum			

_____ ____per annum

per annum